

The first question in the case was whether a person professing the religious faith of the denomination called the Universalists, (which is explained by the witness himself to be as stated in the first paragraph of the opinion of the Court,) is a competent witness in a judicial trial. The opinion of the Court was delivered by Chief Justice Pearson. It is a doctrine of common law, and as liberal as the professors of any religion could desire. It concedes to the members of all religious denominations equal privileges in our Courts of Justice. The opinion of the Court is as follows:

The case presents this question: Is a person who believes in the doctrine of the Bible, and who believes in God and Jesus Christ, and that God will punish in this world, all violators of his law, and that the sinner will inevitably be punished in this world for each and every sin committed; but that there will be no punishment after death, and that in another world all will be happy and equal to the angels—a competent witness in a judicial trial?

The law requires two guarantees of the truth of what a witness is about to state—he must be in the fear of punishment by the laws of man, and he must also be in the fear of punishment by the laws of God, if he states what is false; in other words, there must be a temporal and also a religious sanction on his oath. In reference to the first, no question is raised, but it is insisted, that the religious sanction required, is the fear of punishment in a future state of existence.

The position is not sustained by the reason of the thing, for, if we divest ourselves of the prejudice growing out of preconceived opinions as to what we suppose to be the true teaching of the Bible, it is clear that in reference to a religious sanction, there is no ground for making a distinction between the fear of punishment by the Supreme Being in this world, and the fear of punishment in the world to come; both are based upon the sense of religion. If, on the one hand, it be said, that there is in the fear of punishment in this world, a religious sanction, and, on the other, that which is the constitution of our nature, we fear more that punishment which is near at hand, than that which is distant, the reply is, this is matter of speculation merely, and has no bearing upon the question, because the efficacy of the fear of punishment in either case, depends upon the degree of the belief, as to the certainty of the punishment; so that, there can be, upon reason, no ground for making a distinction. The rule of law which requires a religious sanction, is satisfied in either case.

It is true, that in the old cases it is held to be the common law that no infidel, (in which class Jews were included,) could be sworn as a witness in the courts of England, which was a *Christian* country, and Lord Coke gives this as his opinion, in which he says all the current law is founded upon the principle that the law is based, "All infidels are in law *perpetui inimici*: for, between them, as with the devils, whose subjects they be, and the Christian, there is perpetual hostility." This reason, to say the least of it, is narrow-minded, illiberal, bigotted and unsound.

The excellence of the common law is, that it works itself pure, by drawing from the fountain of truth, so that it errors creep into it, upon reasons, which more enlarged views and a higher state of enlightenment, growing out of the extension of commerce and other causes, prove to be fallacious, they may be worked out by subsequent decisions. Accordingly, it is laid down by Lord Hale, notwithstanding the opinion of Coke, that the common law is a *Christian* law, that a Jew is a competent witness, and may be sworn on the old testament, and such has ever since been taken to be the law. Afterwards, in the case of *Omichung vs. Barker*, 1 A. K. 19, and also in *Willes' report*, 538, it was decided by the Lord Chancellor, with the assistance of Chief Baron Parker, that a Jew is a competent witness, and may be sworn on the old testament, and such has ever since been taken to be the law. Afterwards, in the case of *Omichung vs. Barker*, 1 A. K. 19, and also in *Willes' report*, 538, it was decided by the Lord Chancellor, with the assistance of Chief Baron Parker, that a Jew is a competent witness, and may be sworn on the old testament, and such has ever since been taken to be the law.

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back upon the illiberal and intolerant rule which was supposed to be the law in this case. It is, however, to be remembered, that the law is a creature of the Legislature, and it is the duty of the Legislature to amend it, when it is found to be defective. The law is a creature of the Legislature, and it is the duty of the Legislature to amend it, when it is found to be defective. The law is a creature of the Legislature, and it is the duty of the Legislature to amend it, when it is found to be defective.

We go further, and express the opinion, that if Omichung v. Barker had not retried the common law from the reproach of holding Jews and infidels, who believe in a God, unfit to take an oath, treating them as "servants of the devil," because their belief in the immortality of the soul, and the attributes of the being who created and governs the Universe, or if any part of that reproach was still left, the effect of this section of our declaration of rights, would be, to extirpate the error and tear it up by the roots. It was said in the argument, "to be sworn as a witness is no privilege—the person loses nothing by being sworn." This is a narrow view of the question, for, if he held incompetent as a witness on the ground that he cannot take an oath, it follows that he cannot swear to a book account. If an injunction is obtained, it must be made perpetual, because he cannot swear to his answer; nay, more, he cannot take the oath of office as a constable, sheriff, justice of the peace, judge, legislator or governor; in fact, he is rendered incapable of performing any public duty, and this is a most serious deprivation.

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New Inlet.—The shore line about this inlet has been receding since my former survey, and about 1850, the inlet was 15 feet wide. The inlet was 15 feet wide, and the shore line has been receding since my former survey, and about 1850, the inlet was 15 feet wide. The inlet was 15 feet wide, and the shore line has been receding since my former survey, and about 1850, the inlet was 15 feet wide.

The closing of the inlet to the Southward of Zeek's Island has been successfully accomplished, and the ebb and flood entirely shut off from these former passage ways, the result of which is to feed New Inlet with an additional amount of flood. The Pilots have conceived the idea that the closing of the two small inlets has been of marked benefit to New Inlet Bar. Be that as it may, the fact is certainly under notice, and has increased one foot in mean depth since 1852. The entire channel has shifted to the Northward 514 yards since 1851. It now runs where the Middle Ground was in 1851 and 1852. Carolina Shoal has followed the shifted channel, and is now 273 yards further than in 1851. The W. W. point of the Middle Ground has been washed away for about 374 yards, and where depths of five and six feet occurred in 1851, 20 and 21 feet can now be found.

Federal Point channel has narrowed until it is nearly closed, and at the same time, shifted to the Northward. New Inlet channel is now in its narrowest part, between the six feet curves, 284 yards wide—in 1851 it was only 164 yards. In 1851 the narrowest part of the channel abreast of Zeek's Island wharf, from 6 feet curve to 6 feet curve was 32 yards. At present in the narrowest part of the same locality, the distance is, from 6 feet curve to 6 feet curve, 197 yards.

The mouth of the inlet has been receding since my former survey, and about 1850, the inlet was 15 feet wide. The inlet was 15 feet wide, and the shore line has been receding since my former survey, and about 1850, the inlet was 15 feet wide. The inlet was 15 feet wide, and the shore line has been receding since my former survey, and about 1850, the inlet was 15 feet wide.

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Mr. BUCHANAN AND KANSAS.—Some of the knowledge papers (says the Nashville Union) profess to believe that Mr. Buchanan will support the cause of the South on Kansas matters. We tell these papers that to be true to the South, it is only necessary he should be true to the constitution. The democratic party do not expect nor desire that the incoming administration shall do anything to make Kansas a slave or a free State; that is exactly the policy we oppose. No do they care what Mr. Buchanan's private views are on the abstract question of slavery, so he recognizes and enforces its constitutional rights. The democracy stand upon rational, not sectional principles; and all they ask is that no outside influence shall be brought to bear upon this question, but that the people shall decide for themselves.

Job Printing.—We would call the attention of Merchants, Business men, and others, to our facilities for executing with promptness and in a superior manner, Job Printing in all its varieties, and solicit a share of their patronage. Having gone to considerable expense in fitting up our Jobbing Establishment, we are prepared to execute all kinds of Plain and Ornamental work, such as Ball Tickets, Programs, Cards and Circulars of every description; also Pamphlets, Ball Heads, Bills of Lading, Promissory Notes, Way Bills, Hand Bills, etc., etc., with neatness and on reasonable terms.

We are authorized to announce W. T. J. VANN, Esq., as a candidate for re-election to the office of SPECIAL MAGISTRATE of the Town of Wilmington, at the election to be held on the 1st Monday in February next.

RUSSIA SALVE.—A purely Vegetable Compound of a rare and peculiar combination, and is the best Salve ever made for the cure of BURNS, FLESH-WOUNDS, and SORES of all kinds. Price 25 cents per box. A liberal discount for the dozen or gross. For sale in Wilmington, N. C., by S. W. WHITAKER, Agent for the Proprietor.

THE BALM OF A THOUSAND FLOWERS!—Is a delightful compound, highly and delicately scented by its own ingredients, to be used in the toilet—imparting beauty, softness and health to the skin. It will effectually remove tan, sunburn, freckles, and all impurities of the skin, preventing its shrinking and becoming spotted. For cleaning the teeth it has been considered far superior and more efficacious than any compound yet known. It quickly removes their white and alabaster, prevents their decay and removes the tartar; prevents ulceration and strengthens the gums. For shaving, this Balm gives a rich, penetrating lather and has no equal in rendering the beard soft, emollient and tender to the touch. It gives away at the slightest resistance to the razor, without producing the least reaction, leaving a fresh, white and delicate countenance. This highly perfumed Balm gives life to the hair, an unsurpassed tonic, and it promotes its growth and keeps it firm. It promotes its increase and nourishes its roots. It ensures with certainty, new growth of beautiful hair to those who, from the loss of hair, or sickness or other causes, have been deprived of it. It removes dandruff, strengthens the cuticle and cleanses it, rendering the head lively and cool. Price 50 cents per bottle; a liberal discount by the gross or dozen.

For sale in Wilmington, N. C., by S. W. WHITAKER, Agent for the Proprietor.

MARRIED.

In this town, on the 17th inst., by W. T. J. Vann, Esq., Mr. JESSE BATSON to Miss MARY A. WILEY.

DIED.

In Santee, S. C., on the 16th inst., FRANCES ESTHER, infant daughter of W. W. and M. E. FRANCES, age 2 months and 24 days.

She died in beauty like a rose,
Blown from her parents' nest;
She died in beauty like a pearl
Dropped from some diadem.

She died in beauty like the snow,
On flowered fields of life;
She died in beauty like a star,
Lost on the brow of day.

In Brunswick, Md., on the 16th inst., AMOS KENDALL ROWELL, aged 15 years.

In Sampson county, on the 13th inst., of Puerperal Fever, Mrs. MARY ANN JOHNSON, wife of Mr. John F. Johnson, aged 28 years.

Our relation as Physician, afforded us peculiar opportunities for observing the high and noble virtues with which the deceased was endowed. In her was clustered the christian graces of the most amiable character, and her sufferings were of the most agonizing character, she bore them with as much gentleness and fortitude as physical endurance could permit. Her death will be felt and deeply regretted by all who knew her from her innocent and confiding days of childhood to her last position as wife and mother. Her death was a great loss to her family, and a devoted wife. By the death of a mother, it was her lot at an early day to be left to guard with maternal solicitude, her tender and helpless babe, and to bear the heaviest burden of the household. Her death was a great loss to her family, and a devoted wife. By the death of a mother, it was her lot at an early day to be left to guard with maternal solicitude, her tender and helpless babe, and to bear the heaviest burden of the household.

Two young gentlemen, aged 23 and 24 years respectively, respectfully connected, of temperate and industrious habits, tolerably good looking, (though laymen,) are desirous to form a matrimonial connection with a young lady, not over 22 nor under 17 years of age, with a view to matrimony. They must be of good personal appearance, possessed of fair education, and have a good knowledge of the duties pertaining to good wives. Being unable, from close application to business, to form the acquaintance of ladies in the usual manner, we have returned to our old method, and solicit the aid of those who advertise, we request none to answer unless in the same spirit. All communications strictly confidential. Address: S. W. WHITAKER, Wilmington, N. C.

FRESH ARRIVALS.

DEER SCHUR, D. C. HULSE, from New York: 25 bags of Coffee; 10 bags of Sugar; 10 Eggs; 25 bags of Butter. Low for cash.

WILSON'S HARNESS ESTABLISHMENT.

THE SUBSCRIBER respectfully informs the citizens of Wilmington and its vicinity, that he has located a branch of his New York house at 5, Market street, near the Wharf, where he will keep SADDLES, BRIDLES, HARNESS, WHIPS & TRUNKS. Every variety of Ladies and Gentlemen's riding Saddles, and all the latest styles in the harnessing business, are on hand. Having extensive facilities, he will keep constantly on hand, the most splendid and extensive assortment of Saddlery goods in the State, all of which will be sold at New York prices.

B. B. Repairing of Harness and Trunks done by the best workmen, and all orders promptly and cheaply executed. WILSON'S HARNESS ESTABLISHMENT, 5, Market street, New York, and 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

JUST RECEIVED AND FOR SALE.—20 boxes fine Cheese; 100 lbs. Choice Butter, fresh and sweet. Also, a fine lot of Baskets.

THOS. C. CRAFT.

WE HAVE on hand the largest stock of EMERODERIES ever offered in Wilmington, which are now offered at a great reduction in price, among which may be found Collars, from 6¢ to 12¢; Shirts from 25¢ to 50¢; Swiss and French Blouses in great variety.

NEW BOOKS.—January 5th, 1857.—Received this morning further supplies of: Recollections of a Lifetime, by S. G. Goodrich, (Peter Parley); Spurgeon's Sermons; Panegyric on the Rev. John Wesley; The Christian's Companion; Private Correspondence of Daniel Webster; Hiawatha; Complete sets of Prescott's Works, including: Conquest of Mexico, Conquest of Peru, Ferdinand and Isabella; Philip's History of the United States; and other works too numerous to mention, at

NOTICE.—The friends who have kindly patronized us during the past year, are most respectfully informed, that their accounts are made up to the first day of January, 1857. They will confer a great favor by an early settlement. Jan. 5th, 1857. HEDRICK & RYAN.

WILLARD & CURTIS. COMMISSION MERCHANTS, WHOLESALE GROCERS, AND DEALERS IN GRAIN. No. 10 SOUTH WATER STREET, Wilmington, N. C.

WILMINGTON WHOLESALE PRICES CURRENT.

It should be understood that our quotations generally represent the wholesale prices. In filling small orders, higher rates have to be paid.

Prices have to be paid.		
KEWASKA, W. B.	23	20
WHEAT, 100 lbs.	6	7 00
BARLEY, 100 lbs.	6	12 00
CRACKERS, 100 lbs.	6	12 00
HANDLES, 100 lbs.	16	17
ADAMANTINE, 25	35	50
SPERM, 100 lbs.	35	50
COFFEE, 100 lbs.	16	18
LAGUYA, 100 lbs.	10	12
KIO, 100 lbs.	10	12
ST. DOMINGUE, 100	10	11
COTTON, 100 lbs.	12	13
CORN MEAL, 100	12	13
Wheat, 100 lbs.	12	13
Sheets, 100 lbs.	12	13
Yarn, 100 lbs.	12	13
Eggs, 100 lbs.	12	13
EXTRA BARRIS, each	12	13
SPERM, 100 lbs.	12	13
ADAMANTINE, 100	12	13
SPERM, 100 lbs.	12	13
COFFEE, 100 lbs.	12	13
LAGUYA, 100 lbs.	12	13
KIO, 100 lbs.	12	13
ST. DOMINGUE, 100	12	13
COTTON, 100 lbs.	12	13
CORN MEAL, 100	12	13
Wheat, 100 lbs.	12	13
Sheets, 100 lbs.	12	13
Yarn, 100 lbs.	12	13
Eggs, 100 lbs.	12	13
EXTRA BARRIS, each	12	13
SPERM, 100 lbs.	12	13
ADAMANTINE, 100	12	13
SPERM, 100 lbs.	12	13
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